

# Tab 8

NO. D-1-GV-07-001259

THE STATE OF TEXAS ) IN THE DISTRICT COURT  
 )  
ex rel. )  
VEN-A-CARE OF THE )  
FLORIDA KEYS, INC., )  
 )  
Plaintiffs, )  
 )  
VS. ) TRAVIS COUNTY, TEXAS  
 )  
SANDOZ, INC. f/k/a GENEVA )  
PHARMACEUTICALS, INC., )  
NOVARTIS PHARMACEUTICAL )  
CORP., NOVARTIS AG, EON )  
LABS, APOTHECON, INC., )  
 )  
MYLAN PHARMACEUTICALS, INC., )  
MYLAN LABORATORIES, INC., )  
UDL LABORATORIES, INC. )  
 )  
TEVA PHARMACEUTICALS USA, )  
INC., f/k/a LEMMON )  
PHARMACEUTICALS, INC., )  
COPLEY PHARMACEUTICALS, )  
INC., IVAX PHARMACEUTICALS, )  
INC., SICOR PHARMACEUTICALS, )  
INC., TEVA NOVOPHARM, INC., )  
and TEVA PHARMACEUTICAL )  
INDUSTRIES, LTD. )  
Defendants. ) 201ST JUDICIAL DISTRICT

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ORAL AND DEPOSITION OF

FRANK STIEFEL  
VOLUME 2

January 27th, 2009

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Cynthia Vohlken, CSR  
(512) 364-8166

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1 Bindley Western?

2 A. Yes. There were rebates on noncontract  
3 sales.

4 Q. So during the time you were at Sandoz, Geneva  
5 had agreements in place to rebate each of the big  
6 three wholesalers on noncontract sales, correct?

7 MS. McDEVITT: Objection to form.

8 THE WITNESS: You know, pursuant to  
9 certain contracts, yes.

10 Q. (BY MR. RIKLIN) Well -- and with regard to  
11 the Cardinal/Geneva -- the Cardinal GWSA, that was the  
12 agreement between Cardinal and Geneva at the time --  
13 as amended at the time you were at Sandoz, correct?

14 MS. McDEVITT: Objection to form.

15 THE WITNESS: I -- I can't remember if  
16 there were any exclusions in that or not, but if there  
17 were no exclusions, then it would have been -- that  
18 would have been the case.

19 Q. (BY MR. RIKLIN) Well, you don't dispute  
20 Mr. Worrell's statement in his --

21 A. Is that in the cover letter?

22 Q. -- his email, I believe, of March --

23 A. 21.

24 Q. -- 21, 2002 that that agreement had been in  
25 effect with Cardinal since 1996.